



Ref. Enquiry No.: PE/PG/NSP/E-5622/2017, Dt. 01.06.2017

DUE DATE
23-Jun-2017
BY 02:00 PM

Dear Ma'am/Sir,

Subject : Tender Enquiry for "MOBILE PICK UP & CARRY CRANE " for 1x250 MW NSPCL ROURKELA TPP, STAGE-III.

We are pleased to invite your offer in two parts strictly as per Clause-2.0 of the enclosed "Instructions to Bidders" & Clause no-3 & 4 of NIT in quintuplicate, in sealed covers for the under mentioned equipment/system.

SCOPE	BHEL invites offers from reputed Vendors (Refer Pre-qualifying requirements and other requirements given in tender enquiry letter uploaded on our websites) for Design, Engineering, Manufacture, assembly, Inspection, testing, packing for transportation and delivery of MOBILE PICK UP & CARRY CRANE as per Technical Specification No. PE-TS-427-563-A601 (Rev.0) to 1x250 MW NSPCL ROURKELA TPP, STAGE-III on F.O.R site basis as per details hosted on BHEL website www.bhelpem.com & www.bhel.com .
PROJECT	1 X 250 MW NSPCL ROURKELA PP-II EXPANSION
PACKAGE	MOBILE PICK UP & CARRY CRANE
QTY	As per Attached BOQ

Your best quotation/offer for the above requirement, in line with our terms and conditions, should either be delivered in person or sent by **COURIER/REGISTERED POST**, to following address. It shall be the responsibility of the bidder to ensure that the tender is delivered on or before the **due date by 02.00 PM**. Part-I bids shall be opened at **03.00 PM** on the due date in the presence of authorized representatives of the bidders, who may like to be present.

Tender Box, Tender Room, Ground Floor, PPEI Building (behind Reception Desk)
C/o DEVENDRA SINGH, SR. ENGINEER/ PG-I-2 / HASEEN AHMED, MANAGER/PG-I-2
M/s. Bharat Heavy Electricals Ltd., Project Engineering Management,
Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301, U.P., INDIA
E-MAIL : devendra@bhelpem.co.in , haseenahmed@bhelpem.co.in
Ph. No. +91-120-4368877, +917503632335 +91-120-4368729, +919871116747

Note:-

1. Please note that Part Supplies offered for Project shall disqualify the bidder's offer.
2. Documents and Credential as per Technical PQR, Techno Commercial Bids and Price Bids should be submitted separately in separate envelopes.
3. Evaluation will be done on overall L1 (Total cost to BHEL) basis with necessary loading as applicable. Incomplete offer or offer for part of NIT BOM/BOQ shall be summarily rejected.

TERMS AND CONDITIONS: - Please refer GCC Rev-06 which is available on www.bhelpem.com. You are requested to kindly download the same.

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TERMS AND CONDITIONS

1. INSTRUCTIONS REGARDING CENTRALISED TENDER ROOM:-

- Vendors are advised to submit the tenders in the tender box, containing Part-I & II offers in separate covers, preferably cloth lined envelopes should be used, properly marked before due date and time.
- The dispatch department shall not accept any tender in torn condition and shall return the same to the courier immediately with the Stamping "Returned to Sender-Package Damaged". Offers in damaged condition will not be considered and no request for extension on this account will be considered.
- Bidder's representative shall deposit the offer in tender box only.
- Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- Bidder shall not be allowed to carry mobile/camera/ laptop in the tender room. The same shall have to be deposited at security in advance and taken back after tender opening.
- Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.
- Please ensure tender submission, minimum 1 hour before scheduled tender opening time. Late tenders shall not be accepted.

2. Enquiry No., due date etc. must be legibly superscribed on the sealed envelopes as per clause no. 2.0 of "Instructions to Bidders".

3. Offers should be submitted in two parts in Two separate sealed covers as follows:

- Part-I Bid :- Documents and Credential as per Technical PQR and Techno-Commercial offer
- Part II Bid :- Price Bid

4. Following terms and conditions will be made part of NIT:-

- Bidders to submit all documents concerning PQR (Technical), Techno-commercial offer along with the un-priced price bid and un-priced schedule of Technical-Commercial Deviation in a sealed envelope superscripted with heading "**Part-I Bid – Technical PQR and Techno-Commercial Offer**".
- Bidders to submit their Price Bid and Priced schedule of Technical-Commercial Deviation in a sealed envelope superscripted with heading "**Part-II Bid – Price Bid**".
- Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.
- Techno-commercial offer of only those bidders shall be evaluated who will meet the Technical pre-qualifying requirement of the tender.**

Credentials of the bidders meeting the prequalifying requirements shall be taken up with customer for approval.

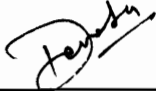
- After finalization of Techno-commercial evaluation, offers of BHEL and Customer approved vendors who have qualified in the Techno-commercial evaluation shall be considered for Price Bid Opening/RA.

5. **ANNEXURE-II of GCC Rev. 06:** Bidders to note that Deviation sheet (Cost of Withdrawal, as per Annexure-II of GCC 06) is to be necessarily submitted along with offer. In case, no deviation is taken, Bidder to quote "NIL" in the Deviation Sheet (Cost of Withdrawal) and submit the same along with offer. For multiple deviations, all deviations are to be mentioned in "Deviation Sheet" and "cost of withdrawal" should be mentioned separately against each deviation.

6. **Please note the following:**

- Price format is enclosed for compliance.**
- SCC enclosed for compliance.**
- GCC enclosed for compliance.**

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7. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents.
8. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
9. Validity of offer shall be as per **Clause No. 7.0, "Instructions to Bidders" of GCC Rev 06.**
10. Unsolicited fresh/revised Price Bids shall not be entertained.
11. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
12. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be despatched only after purchaser's /Owner's inspection at the hold points specified in the approved Quality Plan and issue of Material Despatch Clearance Certificate (MDCC)
13. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

DEVENDRA SINGH, Sr. Engineer, PG I-2 M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A,Noida-201301,U.P.,INDIA E-MAIL : ashishkumargupta@bhpepm.co.in Ph. No. +91-120-4368877, +917503632335	HASEEN AHMED, Manager, PG-I-2 M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A,Noida-201301,U.P.,INDIA E-MAIL : haseenahmed@bhpepm.co.in Ph. No. +91-120-4368729, +919871116747
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14. Definition of Terms is also enclosed. These definitions will apply to all the tender documents including this Enquiry Letter.

15. Delivery Schedule:-

Six (06) months from the date of Purchase Order or Four (04) months from the date of drgs. /docs. approval in CAT-I issued by BHEL, whichever is later. Successful bidder to make 1st submission of drawing/docs within two weeks from the date of P.O. Vendor to re-submit documents within 7 days, taking care of all the comments of BHEL. BHEL shall offer comments on drgs./ docs. within 10 days. BHEL shall approve all drgs. / docs. in Cat-I in total 2 months' time from the date of P.O in line with the above drg/docs submission schedule by BHEL & vendor. Any deficiency in documents submitted w.r.t. agreed specification/ comments from BHEL shall be treated as non-submission and no. of days delay in submission of complete documents during approval process, on account of this, would be reduced from the delivery. The vendor shall be responsible for getting approval from BHEL as early as possible and BHEL will support the process, in full, within above time frame and terms & conditions.

16. PRE-QUALIFICATION REQUIREMENT: -

Bidders will be asked to fill up the details in "TECHNICAL PRE-QUALIFYING REQUIREMENT" as per the conditions mentioned in the PQR and also to submit the credentials.

Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements (if applicable). Credentials of the bidders meeting the prequalifying requirements shall be taken up with customer for approval. Price Bid of only BHEL and customer approved vendors shall be opened.

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17. Bidder to note for compliance that this is conditional enquiry, the price bid (Part-II) opening/RA is subjected to
- Approval of bidder by the BHEL PEM.
 - Approval of bidder by Customer. Same shall be taken up by us with customer based on the credentials/reference list. So vendors to submit the credentials before Part-I opening or along with their offer.
- Note:** "Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at www.bhelpem.com → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted."
18. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS AS PER GCC (06), SCC (REV 0) AND NIT". In case of deviations, bidder to clearly mention the same with their techno-commercial offer as per Point No-5 of NIT.
19. All the above Tender Documents shall automatically become a part of the Order/Contract after its finalization.
20. CIF allocation is not applicable for this tender. Bidder to quote accordingly.
21. Bidders to submit their offers strictly in line with the enclosed price format.
22. Inspection shall be done by BHEL/ END CUSTOMER/Third party Agency (finalized by BHEL).
23. Foreign & indigenous bidders participating through open/limited tender will necessarily have to but class III DSCs issued by the certifying authorities in India. Basic procedure/ checklist is uploaded on www.bhel.com.
24. BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Detailed guidelines of reverse auction 2016 are available in "information section" of www.bhelpem.com, same are applicable for subject tender.

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25. In addition to point no. 24, following points shall also form part of RA terms & conditions.

"The Bidders has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Price are to be inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form/VAT, Freight as applicable, insurance charges, etc. including loading (if any). De-loading (if any) shall be done in line with SCC of the project.

Various Conditions, arrived after Reverse Auction, shall be treated as follows:

Case-I (Taxes & duties and freight are identical in Reverse Auction & Conventional Price Bid)

Resolution: - Ordering shall be done on lower of the two bids (RA closing price & Conventional Price Bid). After successful completion of reverse auction L1 bidder shall be asked to submit break up in line with taxes & duties, freight quoted in their Conventional Price Bid.

Case-II (In case Bidder has quoted 'CST' in Conventional Price Bid and applicable Tax is 'VAT')

Resolution: - "Total Cost to BHEL shall be maintained by reducing proportion amount in Ex-works quoted by Bidder".

Case-III (In case Bidder has quoted 'VAT' in Conventional Price Bid and applicable Tax is 'CST')

Resolution: - Conventional Bid/RA quoted Prices shall be reduced and CST will be allowed.

Note: Statutory variation shall be applicable. Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure. Applicable taxes & duties shall be determined as per location of works of bidder."

26. Foreign bidders quoting along with their Authorised Indian associates to comply with BHEL corporate circular AA:MM:AGENCY dated 06th August 2010 for the guidelines regarding dealings with Indian agents of Foreign bidders (as enclosed).
27. Bidders have to quote freight charges in percentage of their quoted Total Ex-works prices.
28. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format. The bidder needs to substantiate the same. If the same item will be required in future for the system same will be supplied free of cost.
29. The order of precedence shall be NIT/RFQ, Special Conditions of Contract (SCC), and General Conditions of Contract (GCC, Rev. 06).
30. L1 bidder will have to submit BG as per format mentioned in Annexure B to NIT instead of format mentioned in GCC Rev 06

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice. BHEL Fraud prevention policy is also uploaded in vendor's section on www.bhel.com.

31. The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

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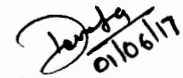
Ref. Enquiry No.: PE/PG/NSP/E-5622/2017, Dt. 01.06.2017

32. Bidders are requested to visit constantly our website to update them self for any technical or commercial change in the NIT. All corrigenda, addenda, amendments, time extensions, clarifications etc, to the tender will be hosted on website only. Bidders are requested to visit constantly our websites to keep themselves updated.
33. **Please note that for technical bid, detailed offers are to be submitted including the following along with the Price schedule as per BHEL format enclosed with NIT:-**
- Acceptance of GCC Rev-06.
 - Acceptance of Special Conditions of Contract
 - Duly filled, signed & stamped Annexure-I of GCC Rev-06
 - GA Drawings, if any.
 - Guarantee Clause – As per (General Conditions of Contract) GCC, Rev. 06
 - Pre-qualifying Requirement (PQRs) - TECHNICAL PQR
 - Technical Deviations and Commercial Deviation, if any as per format enclosed at Annexure-II of GCC Rev 06
 - Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed.
 - Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row.
 - Separate sealed price-bid envelope mentioning name of the project/package in BOLD LETTER on the top of each envelope.

Note: Tenderer must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price given in sealed price bid.

Thanking you,

Yours faithfully,
For and on behalf of BHEL



(Signature of official with Name & Designation)

Enclosure:

1. Price Format Annexure-I (Prices should be quoted in this format only)
2. Techno-Commercial Deviation Sheet (Annexure-II to GCC Rev 06)
3. Technical Specifications
4. SCC of the project (SCC Rev.-01)
5. Technical PQR
6. PBG Format (Annexure-B)

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ANNEXURE-I

1X250 MW NSPCL, ROORKELA TPP STAGE-III.

BOQ CUM PRICE SCHEDULE FOR MOBILE PICK UP & CARRY CARNE

TENDER ENQUIRY REFERENCE:- PE/PG/NSP/E-5622/2017 dated 01.06.2017

Sl.No	DESCRIPTION	UNIT	QTY	UNIT EX-WORKS (DULY PACKED) (Rs.)	TOTAL EX-WORKS (DULY PACKED) (Rs.)	ED @ ...% (Rs.)	CST @ ...% AGAINST FORM-C (Rs.)	FREIGHT (INCL. S.T.) (Rs.)	TOTAL FOR SITE PRICE (Rs.)
1.0	Total lump sum firm price inclusive of all prevailing taxes, duties and other levies for SUPPLY PART comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles (as applicable), fill of lubricants & consumables, alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1						
2.0	MAJOR BREAK-UP OF PRICES GIVEN IN 1.0 ABOVE.								
2.1	Break up prices inclusive of all prevailing taxes, duties and other levies for SUPPLY PART comprising of design (i.e. preparation and submission of drawing /documents including "As Built" drawings and O&M manuals), engineering, manufacture, fabrication, assembly, inspection / testing at vendor's & sub-vendor's works, painting, maintenance tools & tackles (as applicable), fill of lubricants & consumables, alongwith spares for erection, startup and commissioning as required, forwarding, proper packing, shipment and delivery at site for project and package specified above complete with all accessories for the total scope defined as per BHEL NIT & tender technical specification, amendment & agreements till placement of order.	Lot	1						
2.1.1	For Capacity: 12 T	No.	1						
2.1.2	Lump Sum firm price for Maintenance tools and tackles	Set	1						
	Total								

TENDER ENQUIRY REFERENCE : PE/PG/NSP/E-5622/2017, Dated 01.06.2017

NAME OF VENDOR :-									
SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									
PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE									
NAME		DESIGNATIONS			SIGN & DATE				

NOTES:

- | |
|---|
| 1. For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only. |
| 2. For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight. |
| 3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format. |
| 4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of. |
| 5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. |
| 6. Bidder shall furnish price copy of above format along with price bid. |
| 7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser. |
| 8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered. |
| 9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as Nil. |
| 10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted. |
| 11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format. |
| 12. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as Nil. |
| 13. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive. |
| 14. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering. |

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**BHEL-PEM-MAUX
PRE-QUALIFICATION CRITERIA**

	PACKAGE: MOBILE PICKUP AND CARRY CRANE PROJECT: 1X250 MW NSPCL ROURKELA TPS PRE-QUALIFICATION REQUIREMENT- MINIMUM 5T CAPACITY	PE-PQ-999-563-16000-A-A001	
		DATE	04/05/2017
		REV NO	00

1.0	Supplier should have capabilities for design/ manufacture and having in-house/ out-sourced facility for testing of mobile pickup and carry crane with minimum 5 T capacity.
2.0	The supplier has to submit either of following supporting documents meeting above mentioned pre-qualifying requirement a. Copy of minimum one (1) performance certificate in English from end user along with copy of related Purchase Order (PO) or letter of intent (LOI) or letter of award (LOA) or work order (WO) specifying that the product/ equipment is running successfully for one (1) year from date of commissioning meeting the minimum pre-qualifying requirement. OR b. Minimum two PO/ LOI /LOA/ WO placed with a minimum gap of six (6) months from same purchaser meeting the minimum pre-qualifying requirement. OR c. Minimum one PO/ LOI /LOA/ WO after commissioning of first order from same purchaser meeting the minimum pre-qualifying requirement. OR d. In case, vendor has executed contract (s) for BHEL-PEM, internal assessment by BHEL-PEM shall be followed for evaluation for satisfactory performance. For this, vendor to submit the request along-with relevant documents. OR e. Minimum three customer's/ third party's inspection reports/ test certificates/commissioning certificates meeting the minimum pre-qualifying requirement.
3.0	Minimum two (2) nos. Purchase orders, shall be submitted which should not be more than ten (10) years old as on date of bid submission, for establishing continuity in business.
4.0	Indian stockiest/ trader/ distributor/ dealer/ authorized agent/ channel partner/ Indian sales office or subsidiary of principal - with aftersales service agreement with OEM/principal are also acceptable provided OEM/principal meets the minimum pre-qualification criteria stipulated above at pt no 1.

Supplier to comply general points of PQR available at <http://bhelpem.com/vensection/pmd/pmd.aspx> in case supplier is not OEM, the offer shall be evaluated as per point no 1 of general PQR.



Prepared by

Reviewed by

Approved by

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.



We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.



We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.

2. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

